



**TOWN OF CARLISLE  
MASSACHUSETTS**

**RFP FOR OFFICE SPACE TRAILER**

**RESPONSES DUE BY:**

**October 7, 2020 at 2:00 PM EST**

**Project Inquiries and Submission:**

Timothy Goddard  
Town Administrator  
Carlisle Town Hall  
66 Westford Street  
Carlisle, MA 01741  
[townhall@carlislema.gov](mailto:townhall@carlislema.gov)

**REQUEST FOR PROPOSALS  
For  
DPW OFFICE SPACE TRAILER**

**SECTION 1: INTRODUCTION**

The Town of Carlisle (Town), acting through its Town Administrator, invites proposals for a 12' x 60' mobile office trailer to be installed at the Carlisle DPW on Morse Road, Carlisle, MA. The purpose of the trailer is to provide office space, ADA complaint toilet/shower, kitchenette and other support space for the Carlisle DPW. The trailer will not be attached to a foundation but will be connected to utilities including a new septic system. The successful proposer will submit a fixed price for the project and also comply in all material aspects with the Town's Request for Proposals. The awarding authority shall be the Chief Procurement Officer.

**Proposals are due by 2:00pm, October 7, 2020 to the Town Administrator's Office, @nd floor of Carlisle Town Hall, 66 Westford, Carlisle, MA 01741. Due to COVID restrictions, it will be acceptable to submit proposals to the EMT Gatekeeper stationed in the Town Hall lobby.**

**SECTION 3: INSTRUCTIONS TO PROPOSERS**

Preparation of the RFP Response shall be at the expense of the prospective respondents. It is the sole responsibility of the prospective respondents to fully examine this RFP's addenda (if any).

**Questions and Addenda**

All questions concerning this RFP must be submitted via email to Timothy Goddard, Sustainable Energy Director at tgoddard@carlislema.gov no later than 4:00pm on October 2, 2020. Answers to questions submitted by said date will be answered via email and questions and answers will be emailed to all those on record as having received a copy of the RFP. The total project cost is not to exceed \$95,000.00.

If any changes are made to this RFP, an addendum will be issued. Addenda will be emailed to all applicants on record as having received a copy of this RFP.

All proposals submitted in response to this RFP shall remain firm for 90 days following the submittal deadline

All proposals submitted become the property of the Town of Carlisle and will be subject to applicable Public Record Laws.

Proposals are due by 2:00pm, October 7, 2020 to the Town Administrator's Office, Carlisle Town Hall, 66 Westford, Carlisle, MA 01741. **Due to COVID restrictions, it will be acceptable to submit proposals to the EMT Gatekeeper stationed in the Town Hall lobby.** The submittal package should be marked **"Proposal for DPW Trailer, Town of Carlisle, MA."**

### **Non-collusion and Tax Certification Forms**

The following forms are required to be included as part of the Technical Proposal submittal and are provided at the end of this RFP in Attachment B.

- Certificate of Non-Collusion
- Commonwealth of Massachusetts Tax Certification Form

### **SECTION 4: SUBMISSION REQUIREMENTS**

Each proposal shall include two envelopes as described below.

**Envelope 1 - Proposal** include one (1) original and three (3) copies of the documents listed below:

Proposal must include written responses to all requirements of this RFP, including the items listed below. The respondent should provide a plan describing the trailer that meets the Town's specifications provided in Attachment A.

- Letter of Transmittal - The letter must be signed by an individual(s) authorized to bind the respondent contractually. This letter must state that the price proposal sheet quoted in response to the RFP will remain valid from the date of submission until the award of the contract and that the Proposer will comply with the terms of this RFP.
  - The transmittal letter shall include the name, title, address, email address, and telephone number of one or more individuals who can respond to requests for additional information and also, of one or more individuals who are authorized to negotiate and execute a contract on the respondent's behalf, if applicable.
- Certificate of Non-Collusion - Proposer must provide signed copies of this form found in Attachment B.
- Statement of State Tax Compliance - Proposer must provide signed copies of this form found in Attachment B.
- Qualifications: Provide details of experience and past performance of the respondent on comparable trailers for municipal or government entities. Provide links to examples of past work.
- References: Provide the name, title, email address and telephone number of persons who can substantiate the respondent's summary of its qualifications and experience relevant to

this procurement. A minimum of three references from the last three years shall be provided. The list shall include:

- Client name, title, address, telephone number, and email address;
- Description of work performed;
- Amount of the contract;
- Dates of performance; and
- Scope of work performed.

**Envelope 2 - Price Proposal** (include one original):

Price Proposal Sheet – The Proposer must provide a copy of the Price Proposal form (see Attachment B). An appropriate representative of the respondent must complete, sign and date the form and submit it in a separate, **sealed Price Proposal envelope**.

The maximum project cost shall not exceed Ninety-five Thousand dollars (\$95,000.00).

**SECTION 5: EVALUATION OF PROPOSALS - SELECTION PROCESS**

At the Proposal Deadline, all proposals received will be recorded. Price and non-price proposals will be separated. Non-price proposals will be opened in front of one or more witnesses and evaluated by the Town prior to opening price proposals. Interviews, if any, will be conducted as part of the non-price proposal process, before price proposals are opened and evaluated.

Non-price proposals shall be evaluated using the ranking system specified in the RFP. After non-price proposals have been evaluated and ranked, price proposals will be opened and evaluated.

An award will be made to the respondent offering the most advantageous proposal, taking into consideration the minimum and comparative criteria set forth in this RFP, in addition to price.

Should the Town and the respondent not be able to reach an agreement, the Town may terminate negotiations with the highest ranked respondent and award the contract to the respondent offering the next most advantageous proposal.

The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be no reimbursement to any respondent if the selection process is terminated.

**Evaluation Criteria and Rule for Award**

**Minimum Criteria**

- Respondent must demonstrate proven experience and ability delivering and installing mobile office trailers.
- Respondent must have completed the Certificate of Non-collusion (see Attachment B).
- Respondent must have completed the Statement of Tax Compliance (see Attachment B).
- Respondent must have completed the Price Proposal Sheet (see Attachment B).
- Respondent must have a list of References for all projects similar in scope within the last three (3) years.
- Respondent must have followed, completed, and produced any of the required materials as required in this RFP.

### **Comparative Evaluation Criteria**

- Proposals will be evaluated based on their responsiveness to the following comparative evaluation criteria:
  - Commercial/Municipal installations
  - Years of experience
  - Estimated delivery date
- The Town will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the previously listed criteria based upon the follow details:

#### **Criteria 1:** Commercial/Municipal installations

**Highly Advantageous:** 10 or more.

**Advantageous:** 6 -9

**Not Advantageous:** 3-5

**Unacceptable:** Fewer than 4

#### **Criteria 2:** Years of experience

**Highly Advantageous:** More than 8 years.

**Advantageous:** 5-8 years.

**Not Advantageous:** 3-4 years.

**Unacceptable:** 0-2 years.

**Criteria 3:** Estimated delivery date

**Highly Advantageous:** 6-8 weeks

**Advantageous:** 8-12 weeks

**Not Advantageous:** 12-16 weeks

**Unacceptable:** more than 16 weeks

**Town's Right to Reject Proposals**

- The Town reserves the right to reject any or all proposals if it is in the Town's interest to do so.
- The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals, should the Town deem it to be in the Town's interest.
- The Town may reject proposals which in its sole judgment are incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities, if considered minor.

## **ATTACHMENT A SPECIFICATIONS**

The Town of Carlisle (Town), acting through its Town Administrator, invites proposals for a 12' x 60' mobile office trailer to be installed at the Carlisle DPW on Morse Road, Carlisle, MA. The purpose of the trailer is to provide office space, ADA complaint toilet/shower, kitchenette and other support space for the Carlisle DPW. The trailer will not be attached to a foundation but will be connected to utilities including a new septic system. The successful proposer will submit a fixed price for the project subject to the following:

1. A full-fit out trailer, suitable for the use intended, based on the attached layout, including plumbing, heating, electrical service, etc. The Town of Carlisle will provide the required connection to a septic system.
2. Installation at the site of the existing temporary trailer located at the Department of Public Works in Carlisle, MA.
3. Compliance with all building codes and any other applicable requirements.
4. A specified delivery date and payment terms proposed by the successful proposer.

**ATTACHMENT B**  
**REQUIRED FORMS**

**CERTIFICATE OF NON-COLLUSION**

By submission of this bid or proposal, the undersigned certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder, competitor or potential competitor;
2. This bid or proposal has not been knowingly disclosed prior to the opening of bids or proposals for this project, or any other bidder, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals to submit or not submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as to the person(s) signing in its behalf.



(Signature of Person(s) Submitting Bid or Proposal)

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(Name of Person(s) Submitting Bid or Proposal) Title

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(Name of Business)

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(Date)

**COMMONWEALTH OF MASSACHUSETTS  
TAX CERTIFICATION**

I certify, under penalties of perjury, that the below mentioned firm or person, to the best of my knowledge and belief, has complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

NAME/FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SOCIAL SECURITY # OR FEDERAL IDENTIFICATION #: \_\_\_\_\_

Approval of a contract, or other agreement, will not be granted unless this certification form is signed by the applicant.

**TOWN OF CARLISLE, MA  
DPW TRAILER  
PRICE PROPOSAL FORM**

Business/Firm Name: \_\_\_\_\_

Respondent Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Cost of fully-constructed, delivered trailer: \_\_\_\_\_

Total price in words (written):

\_\_\_\_\_

Acknowledgement of receipt of the following Addenda (please list):

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract & General Conditions for Purchase of Goods

This Contract is entered into on, or as of, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Carlisle, Massachusetts (the "Town"), and

\_\_\_\_\_  
(Vendor)

\_\_\_\_\_  
(Address of Vendor)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

1. This is a Contract for the procurement of the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This contract for (circle one) the lease or purchase of goods includes the following delivery, installation/setup and maintenance requirements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Vendor shall, pursuant to the terms of this Contract, provide all the supplies, materials and equipment necessary and proper to the performance of the Contract.

2. The contract price to be paid to the Vendor by the Town of Carlisle is: \_\_\_\_\_  
3. Payment will be made as follows: \_\_\_\_\_  
\_\_\_\_\_

4. Definitions:

4.1 Acceptance: All contracts require proper acceptance of the described goods by the Town of Carlisle. Proper acceptance shall be understood to include inspection of goods

by authorized representatives of the Town to ensure that the goods are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract, including (where used)

Supplements; Invitation for Bids; Instructions to Bidders; Bid Forms; Statement of Tax Compliance; Special Conditions; Notice of Intent to Award Contract; Proposal Forms, Specifications, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict between any provision or language of the Contract and any provision or language of the Contract Documents, the provision or language of the Contract shall control.

4.3 The Vendor: The “other party” to any Contract with the Town.

4.4 Goods: Goods, Supplies, or Materials, as described in the Contract and General conditions.

5. Term of Contract and Time for Performance: This Contract shall be substantially complete by the Vendor on or before [REDACTED], 20[REDACTED] unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Vendor, and subject to the availability and appropriation of funds. The time stated in the Contract Documents are of the essence of the Contract. By executing this Contract, the Vendor confirms that the contract time is a reasonable period of time for performing the work and achieving substantial completion.
6. Change Orders: Change orders may not increase the quantity of goods by more than twenty-five percent (25%), in compliance with General Laws Chapter 30B, Sec. 13.
7. Subject to Appropriation: Notwithstanding anything in the Contract Documents to the contrary, any and all payments that the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.
8. Insurance: Vendor shall maintain adequate insurance in any and all forms to protect both Vendor and against all liabilities, losses, damages, claims, settlements, expenses, and legal fees arising out of or resulting from performance of this agreement. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.
9. The Vendor's Breach and the Town's Remedies: Failure of the Vendor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Carlisle shall have all the rights and remedies provided in the Contract and Contract Documents, including, but not limited to, the right to cancel, terminate, or suspend

the Contract in whole or in part, the right to maintain any and all actions at law or in equity, or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

10. Claims by Vendor and Liability of Town: All claims by the Vendor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Vendor shall continue its performance under this Contract regardless of the submission or existence of any claims.

The liability of the Town under this Agreement is limited to the compensation provided herein for goods actually delivered, and maintained in good working order, to the extent that such compensation is permitted by law. The Town's liability shall in no event include liability for incidental, special or consequential damages or lost profits or for damages of loss from causes beyond the Town's reasonable control.

11. Statutory Compliance:

11.1 This Contract will be constructed and governed by the provisions of applicable federal, state and local laws and regulations and wherever any provision of this Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

11.2 Wherever applicable law mandates the inclusion of any term or provision into a municipal contract, this section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12. Conflict of Interest: Both the Town and the Vendor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Vendor shall be deemed to have investigated the law's applicability to the performance of this Contract, and, by executing the Contract, the Vendor certifies to the Town that neither it nor its agents, employees, or Subcontractors, are in violation of General Laws Chapter 268A.

13. Certification of Tax Compliance: By execution of this Contract the Vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this

Contract on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

14. Indemnification:

- 14.1 To the fullest extent permitted by law the Vendor shall indemnify and defend and save harmless the Town and all of its officers, agents and employees, against all suits, demands, claims, judgments or liability of every name, nature, and description arising out of, relating to, or in consequence of the acts or omissions of the Vendor, or any subcontractor, in the performance of the work covered by the Contract or the failure to comply with the terms and conditions thereof; and the Vendor shall at its own cost and expense defend any and all such suits and actions.
- 14.2 The Vendor further covenants to indemnify, defend and hold harmless the Town, its officers, agents, and employees from and against each and every demand, claim, judgment or liability for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this Contract.

15. Termination:

- 15.1 If the Vendor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver of its property shall be appointed, or if the Contract or any claim thereunder shall be assigned by the Vendor otherwise than as herein specified, or that the Vendor has violated any of the provisions of the Contract, the Town may notify the Vendor to cancel all orders and the Town may thereupon terminate the contract. In such case, the Vendor shall not be entitled to receive any further payment until the goods have been purchased. If the unpaid balance of the contract price shall exceed the expense of procuring the goods elsewhere, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Vendor. If such expenses shall exceed such unpaid balances, the Vendor shall pay the difference to the Town. The obligation for payment shall survive the termination of the Contract.
- 15.2 The Vendor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Vendor relating to the Vendor's performance under this Contract shall survive any termination hereunder.
- 15.3 Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement

in whole or in part for its convenience upon seven (7) days written notice to the Vendor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Vendor and accepted by the Town to the termination date.

16. Taxes: The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.
17. Assignment: Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.
18. Liability of Public Officials: To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation of the Town under this Contract.
19. Notices: Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Vendor shall be deemed sufficient if sent to the address set forth in the Contract. Notice to the Town shall be deemed sufficient if sent to the Town Administrator.
20. Binding on Successors: This contract shall be binding upon the Vendors, its assigns, transferees, and/or successors in interest and, where not corporate, the heirs and estate of the Vendor.
21. Severability: If any provision of this contract shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the contract shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this contract.
22. Certification of Non-Debarment or Suspension: By execution of this Contract, the Vendor, pursuant to Massachusetts General Laws Chapter 29, Section 29F, certifies under the penalties of perjury that it is not presently debarred or suspended from doing public construction work in the Commonwealth pursuant to said section, or any applicable debarment or suspension provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.



23. Amendments: This Contract may be amended or modified only by written instrument duly executed by the parties.
24. Independent Vendor: The Vendor is not an employee or agent of the Town, but is an independent contractor.
25. No Privity of Contract Between Town and Other Parties: Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Town and any person or entity other than the Vendor.

**TOWN:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved as to availability of funds:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_